

EXHIBIT "A"

ANTENNA SITE LEASE

TOWER LOCATION: Hallam

DATE OF LEASE: 08-02-2004

COMMENCEMENT DATE: _____

LESSOR:

MONTHLY LEASE RENTAL: \$0

NORRIS PUBLIC POWER DISTRICT
P. O. BOX 399
BEATRICE, NEBRASKA 68310

LESSEE:

CITY OF LINCOLN RADIO MAINTENANCE
2540 FAIR STREET
LINCOLN, NEBRASKA 68503

LEASE AGREEMENT

This AGREEMENT made and entered into this 2nd day of August 2004, by and between Norris Public Power District (hereinafter referred to as "Lessor") and City of Lincoln Radio Maintenance, 2540 Fair Street, Lincoln, Nebraska 68503 (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual undertakings hereinafter set forth, Lessor and Lessee do hereby agree as follows:

1. Description of Tower Site Location

- It is understood that the Lessee has contacted the Lessor for the purpose of renting the use of the Lessors' tower space.

2. Description of Lease and Payment Therefore

- Lessor hereby grants to Lessee the right to install certain equipment at Lessor's premises located at the Hallam, Nebraska site.
- Lessee shall pay to lessor a monthly lease fee of \$0.

3. Term of Agreement

- The term of this lease shall be sixty (60) months or five (5) years. However, either party may terminate this agreement during the term of the agreement by

giving the other party 90 days written notice. Lessee shall have the option of extending the term of the lease for an additional five (5) years, on the same terms and conditions, except as to lease fee by giving lessor ninety (90) days written notice prior to the end of the initial term.

- The contract will continue until either party gives the other party 30 days written notice to terminate this agreement. Lessee shall have an additional 120 days to vacate the tower site once such termination occurs. Any notices to the Lessee should be sent to City of Lincoln Radio Maintenance, 2540 Fair Street, Lincoln, Nebraska 68503

4. Liability

- Lessor shall not be liable for any damage to Lessee's equipment or for interruption or loss of any service provided by Lessee for any reason, unless the same is caused by the negligence of Lessor, its agents or employees.
- Lessee shall indemnify and save harmless Lessor from and against any and all claims, liability, damage or loss to person, including loss of life, or to property, both real and personal, which may arise out of Lessee's use or occupancy of the premises, or out of any act of Lessee, its agents, employees and invitees.
- Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance shall have a surrogated claim against the other.
- Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Lessor shall indemnify and hold harmless Lessee from any other fines or liabilities caused by Lessor's failure to comply with such requirements. Further, should Lessee be cited by either FCC or FAA because this site is not in compliance, and if Lessor does not cure the conditions for noncompliance within the time frame allowed by the citing agency, Lessee terminates this Lease immediately upon notice to Lessor.

5. Sub-Leasing

- The Lessee shall not lease or sublet any part of the buildings, towers, equipment or capacity without written permission of the Lessor.

6. Installation

- Lessee shall install its equipment in accordance with all applicable laws and regulations and shall not install or replace its equipment unless first approved in writing by Lessor.
 1. All wiring and installation of the equipment shall be by means of clamping or strapping and in no event shall any member or other parts of the tower be drilled, welded, punched or otherwise mutilated or altered. All hardware must

be stainless steel. Base cabinets must be identified with a weatherproof label on which Lessee's name, address and emergency telephone number are inscribed. Rearrangement or modification of existing installation shall be subject to prior approval of Lessor's designated engineer.

- Lessee shall perform installation, maintenance, and removal of its equipment entirely at its own expense.

7. Risk of Loss, Maintenance, and Access to the Premises

- The risk of loss to Lessee's equipment shall be borne by Lessee. Lessee shall be solely responsible for maintaining any insurance covering its equipment.
- Lessee shall be responsible for curing any and all interference to Lessor's operation of its equipment installed by other Lessees prior to equipment installed by Lessee, caused by Lessee's installation or operation of its equipment and machinery. If such interference is not corrected within (30) days after receipt of said notice, Lessee agrees to seek authorization to establish alternative facilities and remove its equipment from the premises. This agreement shall then terminate without further obligation by either party, except as may be specifically enumerated herein. In the event Lessor has granted more than one lease for the premises, the most recent Lessee shall be responsible for curing any and all interference caused by the installation operation of additional equipment and machinery.
- Licensee shall be solely responsible for the installation, maintenance, and repair of its equipment and machinery located at the premises.

8. Termination and Default

- In the event that Lessee shall fail to perform any of its obligations under this Agreement, including any payment due hereunder, within five (5) days after receipt of written notice from Lessor of such failure, Lessee shall be deemed in default under this Agreement. In the event of such a default, Lessor shall be entitled to terminate this Agreement without future notice, and to exercise all other remedies permitted by law. Lessee shall be liable to Lessor for all damages, costs and expense including but not limited to, reasonable attorney's fees incurred in connection therewith.
- Upon default or termination of the Agreement, Lessee shall remove its equipment from the premises and shall restore the premises to its original condition, reasonable wear and tear expected. Should Lessee fail to remove its equipment within (120) days after the default or the termination of the Agreement, said equipment shall be deemed abandoned and shall become the property of Lessor.

9. Termination and Default

- This agreement covers only the granting of a lease of Lessor to Lessee. The furnishing of any additional services by either party shall be the subject of a separate agreement.

10. Electrical Interference

- Lessee guarantees correction within seven (7) days of any electrical interference to Lessor's electrical apparatus, such as radio communications and control equipment, caused by Lessee's equipment. Should an interference problem continue, Lessor will have the option of terminating this agreement within thirty (30) days notice to Lessee.
- Lessee and Lessor shall have the option to cancel this agreement within (30) days due to electrical interference to their radio equipment.

11. Disconnection or Removal of Lessee's Equipment

- Lessor shall not disconnect, move or relocate any of Lessee's equipment without Lessee's prior written consent, which consent shall not be reasonably withheld or delayed. In taking any such action, Lessor shall comply with any reasonable requests of Lessee so as to minimize the effects thereof on Lessee's use of its equipment and service to its customers.

12. Miscellaneous Provisions

- Lessee shall not install any additional equipment at the premises without prior written consent of Lessor. In connection therewith, Lessee shall furnish to Lessor plans and drawings of such additional equipment of specifying the exact location, size, weight, type and method of installation.
- Any delivery of payment required under this agreement shall be addressed to Lessor as follows:

Norris Public Power District
P. O. Box 399
Beatrice, NE 68310

- Any notice of delivery other than payment required under this agreement shall be sent certified mail, return receipt requested, and shall be addressed as follows:

To Lessor: Norris Public Power District
 P. O. Box 399
 Beatrice, NE 68310

To Lessee: City of Lincoln Radio Maintenance
 2540 Fair Street
 Lincoln, Nebraska 68503

- This Agreement shall be governed by the laws of the State of Nebraska.
- The titles of paragraph herein are for the convenience of the parties only and shall have no bearing on the meaning, scope or effect of said paragraphs.

- This Agreement constitutes the entire agreement and understanding of parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No Waiver, change or modification of the Agreement shall be effective unless agreed to in writing by both parties.
- This Agreement shall be binding upon and inure to the benefits of the parties, their respective successors, personal representatives and assigns.
- If any terms of the Agreement are found to be void or invalid, such invalidity shall not affect the remaining terms of the Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands on the

_____ Day of _____, 2004.

LESSEE

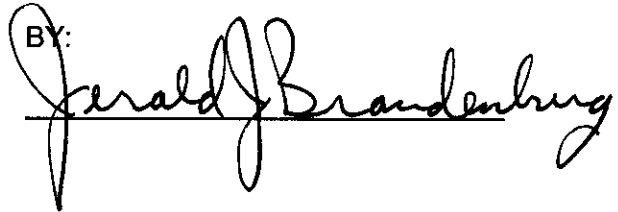
LESSOR

CITY OF LINCOLN RADIO MAINTENANCE

NORRIS PUBLIC POWER DISTRICT

BY:

BY:



WITNESS:

WITNESS:



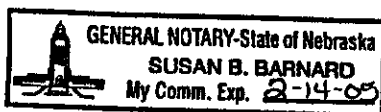
STATE OF NEBRASKA)

) ss.

COUNTY OF Gage)

On this 10th day of August, 2004, before me the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came Jerald J. Brandenburg, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Susan B. Barnard
Notary Public

STATE OF NEBRASKA)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2004, before me the undersigned, a Notary Public, duly commissioned and qualified for and in said County, personally came _____, to me known to be the identical person whose name is affixed to the foregoing Agreement and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.

Notary Public